

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS-Release of Reel/Frame 6245/0200

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		12/20/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	EMERGE ENERGY SERVICES LP
<b>Street Address:</b>	5600 Clearfork Main Street
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76109
<b>Entity Type:</b>	Limited Partnership: DELAWARE
<b>Name:</b>	SUPERIOR SILICA SANDS LLC
<b>Street Address:</b>	5600 Clearfork Main Street
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76109
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	85688240	EMERGE ENERGY SERVICES
<b>Serial Number:</b>	85688242	
<b>Registration Number:</b>	4765037	EMERGE ENERGY SERVICES
<b>Registration Number:</b>	4765038	
<b>Registration Number:</b>	4616006	SSS
<b>Registration Number:</b>	5287066	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SU
<b>Registration Number:</b>	5317617	SANDGUARD
<b>Registration Number:</b>	5201056	SANDMAXX

## CORRESPONDENCE DATA

TRADEMARK

**Fax Number:** 2123108007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2123108000

**Email:** juan.arias@weil.com

**Correspondent Name:** Anna McEwen

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	Anna McEwen-52644.0010
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<b>NAME OF SUBMITTER:</b>	Anna McEwen
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<b>SIGNATURE:</b>	/Anna McEwen/
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<b>DATE SIGNED:</b>	12/23/2019
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**Total Attachments: 4**

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**RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of December 20, 2019, is made by HPS INVESTMENT PARTNERS, LLC, in its capacity as disbursing agent and collateral agent for the Noteholders (as defined in the Trademark Security Agreement defined below) (together with its successors and assigns in such capacity, "Agent"), in favor of EMERGE ENERGY SERVICES LP and SUPERIOR SILICA SANDS LLC (each, a "Grantor" and, together the "Grantors"). Capitalized terms not defined herein have the meanings assigned to them in the Note Purchase Agreement (as defined below).

**WHEREAS**, Grantors, Agent and the other parties thereto entered into that certain Second Lien Note Purchase Agreement, dated as of January 5, 2018, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which each Grantor executed and delivered to Agent that certain Amended and Restated Second Lien Trademark Security Agreement, dated as of January 5, 2018 (the "Trademark Security Agreement") for recordation with the United States Patent and Trademark Office (the "USPTO") and Canadian Intellectual Property Office (the "CIPO");

**WHEREAS**, the Trademark Security Agreement was recorded with the USPTO on January 8, 2018 at Reel/Frame 6245/0200 and with the CIPO on January 25, 2018 at File No. 1602119 and File No. 1636189;

**WHEREAS**, pursuant to the terms and conditions of the Note Purchase Agreement and the Trademark Security Agreement, each Grantor assigned, pledged and granted to Agent, for the benefit of the Noteholders, a continuing security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, means (a) ALL OF EACH GRANTOR'S UNITED STATES AND FOREIGN TRADEMARKS, TRADEMARK APPLICATIONS, SERVICE MARKS, TRADE NAMES AND ASSOCIATED GOODWILL, AND ALL EXTENSIONS OR RENEWALS OF THE FOREGOING (COLLECTIVELY, "TRADEMARKS"), AND LICENSES FOR ANY OF THE FOREGOING ("LICENSES"), INCLUDING THOSE REFERRED TO ON SCHEDULE I HERETO; (b) ALL INCOME, FEES, ROYALTIES, DAMAGES, CLAIMS AND PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE UNDER THE TRADEMARKS AND LICENSES, INCLUDING DAMAGES AND PAYMENTS FOR PAST, PRESENT AND FUTURE INFRINGEMENTS, VIOLATIONS OR IMPAIRMENTS THEREOF; (c) ALL RIGHTS CORRESPONDING TO THE TRADEMARKS OR LICENSES THROUGHOUT THE WORLD; AND (d) ALL RIGHTS TO SUE FOR PAST, PRESENT OR FUTURE INFRINGEMENT, VIOLATION OR DILUTION OF THE TRADEMARKS OR LICENSES.

Agent, on behalf of the Noteholders, hereby (i) terminates, releases and discharges its security interest in the Trademark Collateral, and (ii) reassigns and retransfers to each Grantor (as applicable) any and all right, title and interest Agent may have in or to the Trademark Collateral.

Agent hereby authorizes each Grantor or any of its authorized representatives to file this Release with the USPTO and the CIPO or any other applicable governmental office. Agent hereby further requests that the USPTO and the CIPO (or such other applicable governmental office) record this Release.

*[Signature page follows]*




IN WITNESS WHEREOF, Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

HPS INVESTMENT PARTNERS, LLC, as  
Notes Agent and Collateral Agent

By:   
Name: Britt Pertus  
Title: Managing Director

**SCHEDULE I  
TO  
RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

Texas Sports Sands is a common law mark owned by Superior Silica Sands LLC.

<u>Grantor</u>	<u>Country</u>	<u>Description of Trademark</u>	<u>Application/ Serial Number</u>	<u>Application/Registration Date</u>
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/688,240 (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA	 Misc. Design	85/688,242 (Abandoned)	7/26/2012
EMERGE ENERGY SERVICES LP	USA	EMERGE ENERGY SERVICES	85/979,447 (Reg. No. 4765037)	07/26/2012
EMERGE ENERGY SERVICES LP	USA	 Misc. Design	85/979,448 (Reg. No. 4765038)	07/26/2012
EMERGE ENERGY SERVICES LP	CANADA	EES LOGO 	1602119 (Pending)	
EMERGE ENERGY SERVICES LP	CANADA	EMERGE ENERGY SERVICES	1602120 (Pending)	

Superior Silica Sands LLC	USA	SSS 	86/007,469  (Reg. No. 4616006)	07/11/2013
Superior Silica Sands LLC	USA	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT	86/899,079  (Reg. No. 5287066)	02/05/2016
Superior Silica Sands LLC	USA	SANDGUARD	86/762,455  (Reg. No. 5317617)	09/21/2015
Superior Silica Sands LLC	USA	SANDMAXX	86/899,065  (Reg. No. 5201056)	02/05/2016
Superior Silica Sands LLC	Canada	SSS 	1,636,189  (Reg. No. TMA916,199)	07/22/2013
Superior Silica Sands LLC	Canada	SANDMAXX BOTTOM LINE TECHNOLOGY SSS A SUPERIOR SILICA SANDS PRODUCT 	1,789,507 (Pending)	06/30/2016
Superior Silica Sands LLC	Canada	SANDMAXX	1,789,503 (Pending)	06/30/2016

Licenses

N/A